

BOOK 157

21475

# MORTGAGE

## Parties

THIS MORTGAGE made this 16th day of June, 1970

by and between Gordon M. Fulcher and Della L. Fulcher, his wife

of the County of Douglas and State of Kansas  
hereinafter called the Mortgagor, and THE FIDELITY INVESTMENT COMPANY,  
a corporation organized and existing under the laws of the State of Kansas, hereinafter called  
the Mortgagee,

## WITNESSETH:

That said Mortgagors, for and in consideration of the sum of

Fourteen Thousand and 00/100 ----- Dollars (\$14,000.00)

to them in hand paid by said Mortgagee, the receipt whereof is hereby acknowledged,  
do hereby grant, bargain, sell and convey unto said Mortgagee all that parcel, piece or lot of  
land with the buildings and improvements now thereon or that may hereafter be erected thereon  
and all rents, issues and profits arising therefrom situate, lying and being in the County of

## Property

Douglas, State of Kansas, to-wit:

Lot Twelve (12), Block Two (2), in Northwood Addition No. 2,  
an Addition to the City of Lawrence, Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME unto said Mortgagee together with all and  
singular the tenements, hereditaments and appurtenances thereunto belonging, and all the estate,  
right, title, and interest of said Mortgagor, in and to the said described premises and the streets  
and alleys adjoining or adjacent to the same. And it is mutually covenanted and agreed between  
said Mortgagor, and said Mortgagee that all gas, air conditioning and electric fixtures, radi-  
ators, heaters, pumps, engines and machinery, boilers, ranges, furnaces, thermostats, elevators and  
motors, bathtubs, sinks, water closets, basins, pipes, faucets, and all other plumbing and heating  
fixtures, mirrors, mantels, refrigerating plant and ice boxes, cooking apparatus and appurtenances,  
window screens, screen doors, blinds, window shades, awnings, and all other goods and chattels  
and personal property as are ever furnished by a landlord in letting or operating an unfurnished  
building similar to the one now or hereafter on said premises, which are or shall be attached to  
said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and  
shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between  
the parties hereto, their heirs, executors, administrators, trustees, successors or assigns, and all  
persons claiming by, through or under them, and shall be deemed to be a portion of the security  
for the indebtedness herein mentioned and to be covered by this mortgage.

## Warranty

The said Mortgagor, do hereby covenant and agree that at the delivery hereof  
they are the lawful owners of the premises herein granted; that the premises are  
free and clear of all encumbrances of every nature and kind whatsoever; that they will  
forever warrant and defend the same with appurtenances unto said Mortgagee against the lawful  
claims and demands of all persons whomsoever, and that they hereby waive all benefits of the  
homestead, exemption and staylaws of the State of Kansas.

## Description of Note

This mortgage is given to secure the payment of the principal sum of  
Fourteen Thousand and 00/100 ----- Dollars (\$14,000.00)  
as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated  
herein by reference, payable in lawful money of the United States which shall be legal tender in  
payment of all debts and dues, public and private, at the time of payment and payable with the  
interest at the rate of nine per cent (9%) per annum on the unpaid balance until paid;  
principal and interest to be paid at the office of The Fidelity Investment Company in Wichita,  
Kansas, or at such other place either within or without the State as the owner of the note from  
time to time shall designate in writing, in monthly instalments of Interest on amount  
disbursed ----- Dollars (\$) commencing on the first day  
of July, 1970, and on the first day of each month thereafter, until the  
principal and interest are fully paid, except that the final payment of principal and interest if not  
sooner paid, shall be due and payable on the first day of June, 1971.

## Release of Mortgage

If said Mortgagor, shall well and truly pay or cause to be paid the sums of money as  
provided in said note and shall duly keep and perform all of the covenants, agreements, terms  
and conditions herein contained, then these presents shall be null and void, but otherwise remain  
in full force and effect.

## COVENANTS

### To Pay Note

The said Mortgagor, hereby covenant and agree with said Mortgagee as follows:  
To pay the indebtedness as hereinbefore provided promptly as the same becomes due, in  
accordance with the terms of the note secured by this mortgage.

### To Pay Taxes

To pay all taxes, assessments and public charges, general and special, of every nature that may  
now or hereafter be levied or assessed upon or against said premises, the tax payments to be made  
in 12 equal monthly instalments, each instalment to be in an amount equal to 1/12 of the annual  
taxes next due on the premises covered by this mortgage, less all sums already paid therefore, which  
monthly instalments shall be made together with and in addition to the monthly payments on  
principal and interest, payable under the terms and conditions of the note secured hereby, said sum  
to be held by the mortgagee in trust to pay said taxes before the same becomes delinquent.